

Reply Exhibit 1

ASSIGNMENT of CLAIMS

This ASSIGNMENT OF CLAIMS ("Agreement") which is made effective on 04/05/2022 ("Effective Date"), by and between Prehired, a Delaware Limited Liability Company ("Assignor"), and Joshua Jordan, an individual residing in Charleston, South Carolina ("Assignee") (together the Assignor and Assignee are the "Party" or "Parties"), in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, on or about [REDACTED], the Parties contracted [REDACTED]. It is believed they [REDACTED] of the Parties.

WHEREAS, on or about [REDACTED], a contractor with the Assignor, has shared confidential information with others and was secretly working with competitors of Assignor despite signing a non-compete agreement. He may have used his position with the Parties to [REDACTED] of the Parties.

WHEREAS, on or about [REDACTED] may have been working together with [REDACTED] reputation, and financial well-being of the Parties; [REDACTED]

WHEREAS, the Assignor [REDACTED]

WHEREAS, on or about [REDACTED]

WHEREAS, on or about 02/22/2022, Payment Saver LLC (dba Gravy) and Casey Graham made social media posts disparaging the Parties and encouraging customers to default or stop payments;

WHEREAS, on [REDACTED];

WHEREAS, the Parties believe they may have potential claims or rights to payments from the following individuals and entities: [REDACTED]

[REDACTED], Payment Saver LLC, Casey Graham, [REDACTED], [REDACTED] and all individuals and entities that damage or defame the Parties or their property at any time in the past or future (together the "Harming Parties"). In order to avoid future confusion over the ownership rights as it relates to the Harming Parties, the Assignor wishes to assign all of its rights, titles, and interest in any and all claims related to the Harming Parties, to the Assignee;

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignor and Assignee hereby agree that the Assignor shall assign to the Assignee all its right, title, and interest in all monies, payments, claims, actions, causes of action, demands and damages related to the Harming Parties, both known or unknown, past, present, and future (the "Claim"). This assignment excludes all obligations and liabilities associated with the Claim because it is an assignment without assumption of liabilities.
2. Assignee hereby accepts the assignment of all of Assignor's right, title, and interest in the Claim. This assignment excludes all obligations and liabilities associated with the Claim because it is an assignment without assumption of liabilities.
3. For good and valuable consideration, the Assignee receives the Claim in exchange for a payment of \$2,500.00 to the Assignor. In addition, the Assignee will provide a loan or loans personally or through one of his companies operated by him to Assignor. At least \$50,000.00 will be provided as a loan within the next six months, and have an interest rate bearing 6% annually, and be due for repayment one year after issuance.
4. Assignor agrees to defend and indemnify the Assignee from any and all problems and expenses, past, present, and future, related to this Agreement and the Harming Parties.
5. This Agreement may be assigned to another party by the Assignee.
6. Prehired Accelerator, LLC and Prehired Recruiting, LLC both acknowledge the Assignor and Assignee are the only parties who have potential rights, title, and interest in said Claim and acknowledge the assignment of the Claim to the Assignee.
7. If any provision or clause in this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions or clauses will continue to be valid and enforceable.
8. This Agreement shall be governed and construed in accordance with the law of the state of Wyoming without regard to its conflicts of laws rules. Any actions, suits, or proceedings related to this Agreement shall only be heard in the federal and state courts located within the state of Wyoming, and the parties expressly consent to the personal jurisdiction of these courts.
9. All parties acknowledge this Agreement will become fully executed upon signing.

<SIGNATURE PAGE FOLLOWS>

Assignor:

By: Joshua Jordan

Name: Joshua Jordan

In his capacity as CEO of the Assignor

Assignee:

By: Joshua Jordan

Name: Joshua Jordan

In his capacity as himself individually

SWORN TO AND SUBSCRIBED before me on this 6 day of April 2022

Christopher B Briggman
Notary Public

